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their respective shares, where it appears that the share of each heir is amply good for his proportion of the lien, and the creditor is amply protected by other reservations in the decree in his favor, and is not unreasonably delayed in the collection of his debt.

3. CHANCERY PRACTICE—*Suit to enforce lien of a deed of trust—Prior unmatured deed of trust—Postponement of decree for sale.* In a suit to enforce a deed of trust given to secure the purchase price of a lot which is a parcel of a large tract of land, upon which tract there is a prior unmatured deed of trust for a large sum, the payment of which has been assumed by the vendor of the lot, it is not error to refuse a decree for the sale of the lot until the prior deed of trust has been satisfied, or until the amount realized from the sale of the lot can be applied towards the discharge of the prior deed of trust.

4. CHANCERY PRACTICE—*Sale of lands—Objections to sale unsupported by affidavits or upset bid.* In a suit to subject lands of several debtors to the payment of the liens thereon, where it appears that an effort has been made, by offering the lands of the several debtors as a whole and in parcels, so to sell them as to obtain the best price therefor, and the sales have been made and some of the lands have been resold on upset bids, an objection to the sale, unsupported by an upset bid, or a well-founded assurance that a greater price would be obtained if the lands were offered in some other way, should be overruled.

BOSANG v. IRON BELT BUILDING & LOAN ASSOCIATION.—Decided at Wytheville, June 23, 1898.—Harrison, J:

1. ENABLING ACTS—*How far valid—Usurious contracts declared valid.* Statutes which validate contracts, otherwise invalid, are sustained where they go no further than to bind a party by a contract which he has attempted to enter into, but which was invalid by reason of some personal inability on his part to make it, or through neglect of some legal formality, or in consequence of some ingredient in the contract forbidden by law. The legislature may declare valid contracts which were usurious at the time they were entered into.

2. CONSTITUTIONAL LAW—*Act broader than title—What latitude allowed.* An act, the title of which is “An Act to provide a new charter for the Iron Belt Building & Loan Association” is not unconstitutional on the ground that its charter embraced more than one object, in so far as it validates contracts previously made by such association which were usurious when made. The provision is germane to the title, and in furtherance of the object expressed in the title. This is all that is required. The constitution is to be liberally construed so as to uphold the law if possible.

3. CORPORATIONS—*New charter extending powers and privileges—Assent of stockholders.* A limited power to borrow money conferred on a building association by a new charter, when no such power was expressly granted by its original charter, is not such a radical departure from the original design and business of the association as would necessitate the assent of each member of the association in order that he may be bound by it.